

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In the Matter of

Mark Steven Lewis and
Nancy G Lewis aka Nancy Gibbons Lewis,
Debtors

Bank of America, N.A., its assignees and/or
successors in interest,
Movant

vs.

Mark Steven Lewis and
Nancy G Lewis aka Nancy Gibbons Lewis,
William C. Miller, Trustee,
Respondents.

CHAPTER 13

CASE NO. 16-17774-ref

HEARING DATE: 06/05/2018
HEARING TIME: 9:30 a.m.

LOCATION

U.S. Bankruptcy Court
The Madison Building
Courtroom No. I
400 Washington Street
Reading, PA 19601

CONSENT ORDER RE MOTION FOR RELIEF

IT IS HEREBY CONSENTED by and between Movant, Bank of America, N.A., its assignees and/or successors in interest, through its retained counsel, Jason Brett Schwartz, Esquire, and Debtors Mark Steven Lewis and Nancy G. Lewis, through their counsel, Lynn E. Feldman, Esquire, and William C. Miller, Chapter 13 Trustee, as follows:

1. Debtors shall maintain the regular monthly payments on Movant's loan obligation, and otherwise comply with all other terms of the subject Note and Mortgage, including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee, encumbering the subject Property, generally described as **2047 Fieldview Dr., Nazareth, Pennsylvania 18064-8407**, in a timely fashion, commencing with the August 1, 2018 payment. Payments on Movant's loan obligation shall be made to Movant's servicing agent, Carrington Mortgage Services, LLC, Bankruptcy Department, P.O. Box 3730, Anaheim, CA 92806.

2. Debtors shall pay off arrearages in the total amount of \$12,886.60, representing the monthly payments (\$2,417.27 each) from March 2018 through July 2018, plus attorneys' fees and costs of \$1,031.00, less applied suspense of \$-230.75. Said arrearages shall be paid through the Debtors' Chapter 13 Plan. Within 30 days of entry of this Consent Order, Debtors shall amend the Chapter 13 Plan to reflect the addition of said arrears.

3. In the event Debtors fail to timely and properly comply with the payments set forth in Paragraph 1 or 2 hereinabove, or any other terms of the subject Note and Mortgage including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee, Movant may e-mail and mail a Letter of Default to Debtors' counsel and mail to Debtors. Debtors shall have fifteen (15) days from the date of e-mailing and mailing of said Letter within which to cure the existing breach. If Debtors fail to do so, then on the sixteenth (16th) day, Movant shall serve and lodge a Certification of Default along with a final Order for Relief from the Automatic Stay. Upon the entry of said Order, the Automatic Stay in the above-entitled bankruptcy proceeding shall be immediately vacated and extinguished for all purposes as to Movant, allowing Movant to proceed with foreclosure of the subject Property, pursuant to applicable State law.

4. Any funds received by Movant, which are subsequently returned for non-sufficient funds, including funds received and applied prior to the terms of this Order, shall be subject to the default provisions contained herein.

5. Should Movant obtain relief from the automatic stay due to a breach of the terms of this Order, any Order for Relief from the Automatic Stay shall provide for the 14-day stay described by Bankruptcy Rule 4001(a)(3) to be waived.

6. A Notice of Fees, Expenses, and Charges pursuant to Bankruptcy Rule 3002.1(c)

is not required for the fees and costs included and disclosed as part this Order.

7. Debtors and Movant hereby acknowledge that except as modified by this Consent Order, all terms, conditions, rights and remedies contained in the loan documents shall remain in full force and effect and continue to remain valid and enforceable. Debtors further acknowledge and agree that this consent order is a supplement in addition to the loan documents and not in lieu thereof.

8. The parties agree that a signature transmitted electronically or by facsimile shall be accorded the same force and effect, and may be submitted to the Court. Any amendments to this consent order must be in writing signed by both the Debtors and the Movant or their respective counsel.

Dated: 8/7/18

Respectfully submitted,

MESTER & SCHWARTZ, P.C.

/s/ Jason Brett Schwartz
Jason Brett Schwartz, Esquire
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FHA.C.241-4803.NF

Dated: 8/7/2018

FELDMAN LAW OFFICES, P.C.

/s/ Lynn E. Feldman

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Dated: 8/8/18

OFFICE OF THE CHAPTER 13 TRUSTEE


William C. Miller - Chapter 13 Trustee
2901 St. Lawrence Avenue, Suite 100
Reading, PA 19606
Telephone (610) 779-1313

IT IS SO ORDERED

RICHARD E. FEHLING
CHIEF BANKRUPTCY JUDGE